

Bid Corrigendum

GEM/2023/B/3711842-C15

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
3. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
4. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
OIL INDIA LIMITED
Account No.
10494832599
IFSC Code
SBIN0002053
Bank Name
STATE BANK OF INDIA
Branch address
Duliajan, Dist.-Dibrugarh, Assam
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
5. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
OIL INDIA LIMITED
payable at
DULIAJAN
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
6. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
OIL INDIA LIMITED
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
7. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name
STATE BANK OF INDIA
Account No.
10494832599

IFSC Code
SBIN0002053
Bank Name
STATE BANK OF INDIA
Branch address
Duliajan, Dist-Dibrugarh, Assam

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

8. Buyer Added text based ATC clauses

This is to notify all bidders that pre-bid bid details have been revised as under:

- Revised Dates of Pre-Bid: 27th and 28th July 2023.
- Location: E&D Directorate, Oil India Limited, 5th Floor, NBCC Centre, Plot No.2, Okhla Phase-I, New Delhi-110020
- Time: 10:00 AM to 5:00 PM

Bidders are requested to confirm their participation and forward their pre-bid queries, if any, latest by 24th July 2023, to the following email addresses:

contracts@oilindia.in; rituraj_sarmah@oilindia.in.

All other terms and conditions of the Bid Document remain unchanged.

9. Buyer uploaded ATC document [Click here to view the file.](#)

10. Text Clause(s)

This Corrigendum dated 02.09.2023 to Tender No. GEM/2023/B/3711842 – “Hiring of services for Conversion and Migration (as the case may be) of SAP landscape from on-premise ECC6.0 to Private Cloud Edition on RISE across OIL” is issued to notify the following:

1.0 The following may be considered in relation to existing SRM system:

Sr. No.	Software Components	Release	SPS Level
1	SRMNXPO1	Not Applicable	Not Applicable
2	SRM_PLUS	713	0017
3	SRM_SERVER	713	0018

2.0 All other terms and conditions of the Bid Document, including any amendment thereof, remain unchanged.

SR. MANAGER - CONTRACTS(S)

11. File Attachment [Click here to view the file.](#)

12. Text Clause(s)

This Corrigendum dated 21.09.2023 to Tender No. GEM/2023/B/3711842 – “Hiring of services for Conversion

on and Migration (as the case may be) of SAP landscape from on-premise ECC6.0 to Private Cloud Edition on RISE across OIL” is issued to notify the following:

1.0 Clause No. 14.0 of Part-A of SCC stands amended as below:

Quote:

OEM Services: OEM service of 1500 man-days have been kept as per Clause No. 2.6.9 of SOW in the scope of the contractor. In case of requirement of additional OEM hours beyond 1500 Persons Day/M an Days, no additional payment will be made from OIL's end, and it will be exclusively borne by the contractor. Prior approval from OIL's ERP department will be mandatory for utilization of OEM man-days. Payment towards OEM services will be as per actual. Out of the estimated quantity of 1500 Man days, 80% deployment should be onsite in Duliajan while the remainder may be utilised for 'Off-Site' deployment. Bidders to take note of the same while quoting their rates. One 'Manday' is defined as eight-hour engagement of an OEM Expert.

Note:

(i) Any services that are delivered from any SAP-office location (remote) decided by SAP which is other than the location specified in the agreement is considered as Off-site/ Remote.

(ii) OIL's ERP department will maintain a comprehensive cumulative chart during the contract execution to track the allocation of onsite and offsite mandays. The required distribution of 80% onsite and 20% offsite deployment of OEM Service will be an essential criterion for approving OEM Mandays to the implementing partner.

:Unquote

2.0 All other terms and conditions of the Bid Document, including any amendment thereof, remain unchanged.

SR. MANAGER - CONTRACTS(S)

13. File Attachment [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)